

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS					1. Requisition Number NAAN6000-4-04427		PAGE 1 OF 35		
2. Contract No.			3. Award/Effective Date		4. Order Number		5. Solicitation Number WC1330-04-RQ-0281		
6. Solicitation Issue Date Sep 1, 2004			7. For Solicitation Information Call:			8. Offer Due Date/Local Time Sep 10, 2004 / 02:00 PM			
9. Issued By U.S. DEPT. OF COMMERCE/NOAA ACQUISITIONS MANAGEMENT DIVISION 601 EAST 12TH STREET ROOM 1756 KANSAS CITY, MO 64106			a. Name William J. Becker william.j.becker@noaa.gov		b. Telephone Number (No collect calls) 816-426-7267 x 224		12. Discount Terms		
10. This Acquisition is			<input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set-Aside % for <input type="checkbox"/> Small Business <input type="checkbox"/> HubZone Small Business <input type="checkbox"/> 8(A) NAICS: <u>336411</u> Size Standard: <u>1,500</u>		11. Delivery for FOB Destination Unless Block is Marked. <input checked="" type="checkbox"/> See Schedule		13a. This contract is a rated order under DPAS (15 CFR 700)		
13b. Rating			14. Method of Solicitation		<input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP				
15. Deliver To U.S. DEPT. of COMMERCE/NOAA AIRCRAFT OPERATIONS CENTER P.O. Box 6829 MACDILL AFB, FL 33608-0829			Code AN600023		16. Administered By Code				
17a. Contractor/Offeror Telephone No. TIN:			Code Facility Code		18a. Payment Will Be Made By Code				
17b. Check if Remittance is Different and Put Such Address in Offer. <input type="checkbox"/>			18b. Submit Invoices to Address Shown in Block 18a Unless Box Below is Checked. <input type="checkbox"/> See Addendum.						
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT		23. UNIT PRICE	
		This is a confirming order. Do not duplicate. Reference Cessna Service Order Number 513023.							
25. Accounting and Appropriation Data						26. Total Award Amount (For Govt. Use Only)			
X 27a. Solicitation incorporates by reference FAR 52.212-1, 52.212-4, FAR 52.212-3 and 52.212-5 are attached. Addenda <input checked="" type="checkbox"/> are <input type="checkbox"/> are not attached 27b. Contract/Purchase Order incorporates by reference FAR 52.212-4, 52.212-5 is attached. Addenda <input type="checkbox"/> are <input type="checkbox"/> are not attached									
X 28. Contractor is required to sign this document and return <u>1</u> copies to Issuing Office. Contractor agrees to furnish and deliver all items set forth or otherwise identified above and on any additional sheets subject to the terms and conditions specified herein.				29. Award of Contract: Reference _____ Offer Dated _____. Your offer on Solicitation (Block 5), including any additions or changes which are set forth herein, is accepted as to items:					
30a. Signature of Offeror/Contractor				31a. United States of America (Signature of Contracting Officer)					
30b. Name and Title of Signer (Type or Print)			30c. Date Signed		31b. Name of Contracting Officer (Type or Print)			31c. Date Signed	
32a. Quantity in Column 21 Has Been <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted, and Conforms to the Contract, Except as Noted: _____									
32b. Signature of Authorized Government Representative			32c. Date		32d. Printed Name and Title of Authorized Government Representative				
32e. Mailing Address of Authorized Government Representative					32f. Telephone Number of Authorized Government Representative				
					32g. E-mail of Authorized Government Representative				
33. Ship Number		34. Voucher Number		35. Amount Verified Correct For		36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final		37. Check Number	
<input type="checkbox"/> Partial <input type="checkbox"/> Final									
38. S/R Account Number		39. S/R Voucher Number		40. Paid By					
41a. I certify this account is correct and proper for payment				42a. Received By (Print)					
41b. Signature and Title of Certifying Officer				41c. Date		42b. Received At (Location)			
						42c. Date Rec'd (YY/MM/DD)		42d. Total Containers	

SCHEDULE Continued

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
0001	Inspect and repair or replace, as necessary, the wheel and tire assembly for the left main landing gear. DELIVERY DATE: 09/10/2004 FOB: Destination	1	JO		
0002	Inspect and repair or replace, as necessary, the wheel and tire assembly for the right main landing gear. DELIVERY DATE: 09/10/2004 FOB: Destination	1	JO		
0003	Inspect and repair or replace, as necessary, the brake assembly for the left main landing gear. DELIVERY DATE: 09/10/2004 FOB: Destination	1	JO		
0004	Inspect and repair or replace, as necessary, the brake assembly for the right main landing gear. DELIVERY DATE: 09/10/2004 FOB: Destination	1	JO		
0005	Inspect and repair or replace, as necessary, the left main landing gear. DELIVERY DATE: 09/10/2004 FOB: Destination	1	JO		
0006	Inspect and repair or replace, as necessary, the right main landing gear. DELIVERY DATE: 09/10/2004 FOB: Destination	1	JO		
0007	Inspect and repair or replace, as necessary, the main landing gear doors. DELIVERY DATE: 09/10/2004 FOB: Destination	1	JO		
0008	Over-and-above labor and materials for main landing gear component inspection and repair or replacement. DELIVERY DATE: 09/10/2004 FOB: Destination	1	LO		

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1. 52.203-3 GRATUITIES (APR 1984)

(Reference 3.202)

2. 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(Reference 4.1104)

3. 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2004)

(Reference 12.301)

4. 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)

(Reference 19.708)

5. 52.225-7 WAIVER OF BUY AMERICAN ACT FOR CIVIL AIRCRAFT AND RELATED ARTICLES (FEB 2000)

(Reference 25.1101)

6. 52.247-30 F.O.B. ORIGIN, CONTRACTOR'S FACILITY (APR 1984)

(Reference 47.303-2)

7. 1352.201-70 CONTRACTING OFFICER'S AUTHORITY (MARCH 2000)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

8. 1352.201-71 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (MARCH 2000)

a. _____ is hereby designated as the Contracting Officer's Technical Representative (COTR). The COTR may be changed at any time by the Government without prior notice to the Contractor by a unilateral modification to the Contract. The COTR is located at:

b. The responsibilities and limitations of the COTR are as follows:

- (1) The COTR is responsible for the technical aspects of the project and serves as technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.
- (2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the Contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for the COTR by naming such assistant(s) in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

9. 1352.208-70 PRINTING (MARCH 2000)

Unless otherwise specified in this contract, the Contractor shall not engage in, or subcontract for, any printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with performing under this contract. Provided, however, that performing a requirement under this contract involving the duplicating of less than 5,000 units of only one page, or less than 25,000 units in the aggregate of multiple pages, such pages are not exceeding a maximum image size of 10 and 3/4 inches by 14 and 1/4 inches, will not be deemed printing.

10. 1352.209-71 ORGANIZATIONAL CONFLICT OF INTEREST (MARCH 2000)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(c) Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

11. 1352.209-73 COMPLIANCE WITH THE LAWS (MARCH 2000)

The Contractor shall comply with all applicable laws and rules and regulations having the force of law which deal with or relate to performance hereunder or the employment by the Contractor of the employees.

12. 52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	COMPLETION DATE
0001	1 JOB	09-10-2004
0002	1 JOB	09-10-2004
0003	1 JOB	09-10-2004
0004	1 JOB	09-10-2004
0005	1 JOB	09-10-2004
0006	1 JOB	09-10-2004
0007	1 JOB	09-10-2004
0008	1 LOT	09-10-2004

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an

offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	COMPLETION DATE
0001	1 JOB	_____
0002	1 JOB	_____
0003	1 JOB	_____
0004	1 JOB	_____
0005	1 JOB	_____
0006	1 JOB	_____
0007	1 JOB	_____
0008	1 LOT	_____

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of clause)

13. 1352.211-70 STATEMENT OF WORK/SPECIFICATIONS (MARCH 2000)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified):

_____ to perform the following the Statement of
Work/Specifications
XX to perform the Statement of Work/Specifications
referenced as Attachment A.

14. 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers: (1) Technical capability to perform the work, (2) Past performance on similar jobs in the last 12 months, and (3) Ability to expedite completion of the job. Technical and past performance, when combined, are slightly more important than cost.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

15. 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAY 2004)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service--

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of service-disabled a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (3) Taxpayer Identification Number (TIN).
/_/ TIN:_____.
/_/ TIN has been applied for.
/_/ TIN is not required because:
/_/ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
/_/ Offeror is an agency or instrumentality of a foreign government;
/_/ Offeror is an agency or instrumentality of the Federal Government.
- (4) Type of organization.
/_/ Sole proprietorship;
/_/ Partnership;
/_/ Corporate entity (not tax-exempt);
/_/ Corporate entity (tax-exempt);
/_/ Government entity (Federal, State, or local);
/_/ Foreign government;
/_/ International organization per 26 CFR 1.6049-4;
/_/ Other_____
- (5) Common parent.
/_/ Offeror is not owned or controlled by a common parent;
TIN_____

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

- (1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
- (2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- (3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned

business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it /_/ is a women-owned business concern.

- (7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

- (8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has certified itself to be a small business concern under the size standards for this solicitation.]

- (i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it /_/ is, /_/ is not an emerging small business.

- (ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

- (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
_____ 50 or fewer	_____ \$1 million or less
_____ 51 - 100	_____ \$1,000,0001 - \$2 million
_____ 101 - 250	_____ \$2,000,001 - \$3.5 million
_____ 251 - 500	_____ \$3,500,001 - \$5 million
_____ 501 - 750	_____ \$5,000,001 - \$10 million
_____ 751 - 1,000	_____ \$10,000,001 - \$17 million
_____ Over 1,000	_____ Over \$17 million

- (9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

- (i) General. The offeror represents that either--

- (A) It /_/ is, /_/ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR

- 124.104(c)(2); or
- (B) It /_/ has, /_/ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
- (ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offer shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]
- (10) "HUBZone small business concern." [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--
- (i) It /_/ is, /_/ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It /_/ is, /_/ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. ["The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture": _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
- (d) Representations required to implement provisions of Executive Order 11246--
- (1) Previous Contracts and Compliance. The offeror represents that--
- (i) It /_/ has, /_/ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (ii) It /_/ has, /_/ has not filed all required compliance reports.
- (2) Affirmative Action Compliance. The offeror represents that--
- (i) It /_/ has developed and has on file, /_/ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Parts 60-1 and 60-2), or
- (ii) It /_/ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any

person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

- (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(2) Foreign End Products:

LINE ITEM NO	COUNTRY OF ORIGIN
--------------	-------------------

_____	_____
_____	_____

[List as necessary]

- (3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

- (1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

- (ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

FTA Country or Israeli End Products:

LINE ITEM NO	COUNTRY OF ORIGIN
--------------	-------------------

_____	_____
_____	_____

[List as necessary]

- (iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

LINE ITEM NO	COUNTRY OF ORIGIN
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_____	_____
_____	_____
_____	_____

[List as necessary]

- (iv) The Government will evaluate offers in accordance with policies and procedures of FAR Part 25.

- (2) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
 (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":
 Canadian End Products:
 Line Item No.

(List as necessary)

- (3) Buy American Act-Free Trade Agreements- Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
 (g)(1)(ii) The offeror certifies that the following supplies are NAFTA end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":
 NAFTA or Israeli End Products:
 Line Item No.

Country of Origin

(List as necessary)

- (4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)
 (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
 (ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products:

LINE ITEM NO	COUNTRY OR ORIGIN
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<hr/>	<hr/>
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[List as necessary]

- (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the

solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

- (1) [] Are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for:
Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (3) [] Are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

/_/ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

/_/ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

16. 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (Oct 2003)

(a) "Inspection/Acceptance." The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights--

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) "Assignment." The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) "Changes." Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) "Disputes." This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) "Definitions." The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) "Excusable delays." The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) "Invoice."

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central

Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) "Patent indemnity." The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) "Payment.--"

(1) "Items accepted." Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) "Prompt payment." The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) "Electronic Funds Transfer (EFT)." If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) "Discount." In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer is made.

(5) "Overpayments." If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) "Risk of loss." Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) "Taxes." The contract price includes all applicable Federal, State, and local taxes and duties.

(l) "Termination for the Government's convenience." The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) "Termination for cause." The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) "Title." Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) "Warranty." The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) "Limitation of liability." Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) "Other compliances." The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) "Compliance with laws unique to Government contracts." The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) "Order of precedence." Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
 - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
 - (3) The clause at 52.212-5.
 - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
 - (5) Solicitation provisions if this is a solicitation.
 - (6) Other paragraphs of this clause.
 - (7) The Standard Form 1449.
 - (8) Other documents, exhibits, and attachments.
 - (9) The specification.
- (t) Central Contractor Registration (CCR).
- (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
 - (2)
 - (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed

the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to

- (A) change the name in the CCR database;
- (B) comply with the requirements of Subpart 42.12; and
- (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

The Contractor must provide with the notification sufficient documentation to support the legally changed name.

- (ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

17. 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

_____ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

_____ (2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

_____ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

_____ (4)(i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

_____ (ii) Alternate I (MAR 1999) of 52.219-5.

_____ (iii) Alternate II (JUNE 2003) of 52.219-5.
 _____ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
 _____ (ii) Alternate I (OCT 1995) of 52.219-6.
 _____ (iii) Alternate II (MAR 2004) of 52.219-6.
 _____ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
 _____ (ii) Alternate I (OCT 1995) of 52.219-7.
 _____ (iii) Alternate II (MAR 2004) of 52.219-7.
 XX (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
 _____ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).
 _____ (ii) Alternate I (OCT 2001) of 52.219-9.
 _____ (iii) Alternate II (OCT 2001) of 52.219-9.
 _____ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
 _____ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
 _____ (ii) Alternate I (JUNE 2003) of 52.219-23.
 _____ (11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
 _____ (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
 _____ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
 XX (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
 _____ (15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2004) (E.O. 13126).
 XX (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
 XX (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
 XX (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
 XX (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
 XX (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
 _____ (21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPADesignated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
 _____ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
 _____ (22) 52.225-1, Buy American Act-Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
 _____ (23)(i) 52.225-3, Buy American Act-Free Trade Agreements- Israeli Trade Act (Jan 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).
 _____ (ii) Alternate I (Jan 2004) of 52.225-3.
 _____ (iii) Alternate II (Jan 2004) of 52.225-3.
 _____ (24) 52.225-5, Trade Agreements (Jan 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
 XX (25) 52.225-13, Restrictions on Certain Foreign Purchases (DEC 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 _____ (26) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
 _____ (27) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
 _____ (28) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_____ (29) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

XX (30) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

_____ (31) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

_____ (32) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

_____ (323 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

_____ (34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

_____ (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

XX (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

XX (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a

subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

- (i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
 - (v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).
 - (vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

18. 1352.215-71 PROPOSAL PREPARATION (MARCH 2000)

a. General Instructions

Proposals are expected to conform to solicitation provisions and be prepared in accordance with this section. To aid in evaluation, the proposal shall be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate) and logically assembled. All pages of each part shall be appropriately numbered and identified with the name of the offeror, the date, and the solicitation number.

The offeror shall submit one original of their proposal, marked as such, and zero copies. Each volume shall be clearly marked by volume number and title.

b. Overall Arrangement Of Proposal

(1) VOLUME I BUSINESS PROPOSAL

(A) Volume I, Offer and Other Documents, consists of the actual offer to enter into a contract to perform the desired work. It also includes required representations, certifications, and acknowledgments; justifications for noncompetitive proposed subcontracts; identification of technical data to be withheld; and any other administrative information.

(B) Format and Content. Volume I, Offer and Other Documents, shall include the following documents (in the order listed):

(1) Proposal Form

- (i) Use of the Form - The Proposal Form (Standard Form 33 or 1449), is to be executed fully and used as the cover sheet (or first page) of Volume I. Include three (3) originally signed copies of the form in the Original Volume I.
- (ii) Acceptance Period - The acceptance period entered on the Proposal Form by the offeror shall not be less than that prescribed in the solicitation which shall apply if no other period is offered.

- (iii) Signature Authority - The person signing the Proposal Form must have the authority to commit the offeror to all of the provisions of the proposal, fully recognizing that the Government has the right, by terms of the Solicitation, to make an award without further discussion if it so elects.
- (2) VOLUME II TECHNICAL PROPOSAL
- (A) General
- (1) Volume II - Technical Proposal consists of the offeror's outline addressing the technical and management aspects of the acquisition. It should indicate your company's capabilities and the means to be used to satisfy the requirements of the Statement of Work. It will be evaluated in accordance with the criteria contained in Section 14 and it should be specific and complete in every detail. The proposal should be practical and be prepared simply and economically, providing straightforward, concise delineation of what it is the offeror will do to satisfy the requirements of the Statement of Work.
 - (2) In order that the Technical Proposal may be evaluated strictly on the merit of the material submitted, no contractual price information is to be included.
 - (3) The proposal shall not merely offer to perform work in accordance with the scope of work, but shall outline the actual work proposed as specifically as practical. The Statement of Work reflects the problems and objective of the program under consideration; therefore, repeating the Scope of Work without sufficient elaboration will not be acceptable.
 - (4) The proposal shall be typed, double-spaced, with one inch margins, using elite font, 12 pitch type (or equivalent) and printed, unreduced in size, on 8-1/2" by 11" paper, not exceeding five pages, single sided, exclusive of resumes and related corporate experience. Any pages in excess of five will be disregarded, and will not be included in the proposal evaluation.
- (B) Format and Content. Volume II, Technical Proposal, shall include the following components:
- 1. Table of Contents
 - 2. List of Tables and Figures
 - 3. Technical Summary
 - 4. Technical Discussion
 - 5. Technical Exceptions and Deviations
- These major headings may be subdivided or supplemented by the offeror as appropriate.
- (1) Technical Summary. This short section shall contain the proposed general approaches toward performing the Statement of Work and an outline of any difficulties or problems anticipated.
 - (2) Technical Discussion. This section shall contain the major portion of the Technical Proposal. It should clearly address each of the Technical Proposal evaluation criteria in Section M, and at a minimum cover the subordinate factors or subcriteria listed thereunder, if any. It should be presented in as much detail as practical and include principles and techniques which may be applied in performing the work, and an explanation of the various methods considered and substantiation of those selected.

- (3) Summary of Exceptions and Deviations. This section shall identify and explain any exceptions or deviations taken or conditional assumptions made with respect to the technical requirements of the solicitation.
- (C) Specific areas to be addressed:
 - (1) Technical Requirements. The technical proposal must include information on how the project is to be organized, staffed, and managed. Information should be provided which will demonstrate the offeror's understanding and management of important events or tasks. The offeror must explain how the management and coordination of consultant and subcontractor efforts will be accomplished.
 - (2) Corporate Experience. The technical proposal must provide the general background, experience, and qualifications of the organization. The technical proposal must contain a discussion of present or proposed facilities and equipment which will be used in the performance of the contract.
 - (3) Key Personnel. The technical proposal must include a list of names and proposed duties of the professional personnel, consultants, and key subcontractor employees assigned to the project. Their resumes should be included and should contain information on education, background, recent work experience, and specific scientific or technical accomplishments. The approximate percentage of time each individual will be available for this project must be included.
 - (4) Past Performance. The technical proposal must include specific contract references and clearly address recent related experience (both Government and non-Government), contracts, subcontracts, and grants. The offeror should include the name of the customer, including contracting agency, address, and phone number; contract number, type of contract, and dollar value; date of contract, period of performance, and place of performance; and a brief description of contract work scope and responsibilities.
- (3) VOLUME III - PRICE PROPOSAL
 - (a) Price proposals must generally adhere to the pricing structure established in Section B, Schedule of Prices. Each offeror's price proposal must be based on the offeror's own technical proposal, the Government's specifications, and other contractual requirements. If the prices to be used are based on a published price list, or catalog, the offeror shall so state, and provide a copy of the document with their price proposal. If the prices are to be based on established market price, not otherwise published, or are prices applicable only to the proposed contract, the offeror shall so state.
 - (b) The Government expects that this contract will be awarded based upon adequate price competition. However in order to determine the prices are fair and reasonable, the Government reserves the right to request the offeror provide cost breakdown to support proposed prices. Information to support unit prices should include, but not be limited to, the following:
 - (1) Salary/wage information with associated payroll expenses, for personnel to be used in performance of the contract;
 - (2) Cost for equipment, supplies, and consumable materials;
 - (3) A breakout of related support costs, such as equipment

- maintenance, rental, transportation, etc.;
- (4) Overhead costs;
- (5) General Administrative expenses
- (6) Profit

19. 1352.215-73 INQUIRIES (MARCH 2000)

Offerors must submit all questions concerning this solicitation in writing to the Contracting Officer. They must be received no later than five calendar days after the date of this solicitation. All responses to the questions will be made in writing and included in an amendment to the solicitation.

20. 1352.216-70 CONTRACT TYPE (MARCH 2000)

This is a firm fixed-price type contract for services.

21. 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from William J. Becker, the Contracting Officer.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

22. 1352.233-70 HARMLESS FROM LIABILITY (MARCH 2000)

The Contractor shall hold and save the Government, its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses to which they may be subject to or on account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract, arising or resulting in whole or in part from the fault, negligence, wrongful act or wrongful omission of the contractor, or any subcontractor, their employees, and agents.

23. 1352.233-71 SERVICE OF PROTESTS (MARCH 2000)

An agency protest may be filed with either (1) the Contracting Officer, or (2) at a level above the Contracting Officer, with the agency Protest Decision Authority. See 64 Fed. Reg. 16,651 (April 6, 1999) (Internet site: <http://oamweb.ossec.doc.gov/conops/reflib/alp1296.htm>) for the procedures for filing agency protests at the level above the Contracting Officer (with the Protest Decision Authority).

Agency protests filed with the Contracting Officer shall be sent to the following address: William J. Becker, U. S. Department of Commerce, NOAA, Central Administrative Support Center, 601 East 12th Street, Room 1756, Kansas City, MO 64106.

If a protest is filed with either the Protest Decision Authority, or with the General Accounting Office (GAO), a complete copy of the protest (including all attachments) shall be served upon both the Contracting Officer and Contract Law Division of the Office of the General Counsel within one day of filing with the Protest Decision Authority or with GAO. Service upon the Contract Law Division shall be made, as follows:

U.S. Department of Commerce
Office of the General Counsel
Contract Law Division--Room 5893
Herbert C. Hoover Building
14th Street and Constitution Avenue, N.W.
Washington, D.C. 20230.
Attn: Mark Langstein, Esquire

24. 1352.252-70 REGULATORY NOTICE (MARCH 2000)

Contractors are advised that certain provisions and clauses identified with a Commerce Acquisition Regulation (CAR) notation for identification purposes, have not yet been incorporated into the CAR. However, all of these items are binding for this acquisition and will eventually be contained in the CAR at Part 13 of Title 48 of the Code of Federal Regulations.

25. 1352.252-71 REGULATORY NOTICE (MARCH 2000)

Offerors are advised that certain provisions and clauses identified with a Commerce Acquisition Regulation (CAR) notation for identification purposes, have not yet been incorporated into the CAR. However, all of these items are binding for this acquisition and will eventually be contained in the CAR at Part 13 of Title 48 of the Code of Federal Regulations.

Attachment A

STATEMENT OF WORK

Provide all labor, equipment, materials, supplies, and other items of expense to perform the following work related to an emergency grounding of the National Oceanic and Atmospheric Administration (NOAA) Aircraft Operations Center (AOC) Cessna Citation II aircraft, Serial Number 550-0021, and Federal Aviation Administration (FAA) Registration Number N52RF, at Dulles International Airport (Dulles), Washington, DC:

CLIN DESCRIPTION

- 0001 Inspect and repair or replace, as necessary, the wheel and tire assembly for the left main landing gear.
- 0002 Inspect and repair or replace, as necessary, the wheel and tire assembly for the right main landing gear.
- 0003 Inspect and repair or replace, as necessary, the brake assembly for the left main landing gear.
- 0004 Inspect and repair or replace, as necessary, the brake assembly for the right main landing gear.
- 0005 Inspect and repair or replace, as necessary, the left main landing gear.
- 0006 Inspect and repair or replace, as necessary, the right main landing gear.
- 0007 Inspect and repair or replace, as necessary, the main landing gear doors.
- 0008 Provide over-and-above labor and materials for main landing gear component inspection and repair or replacement. Initial estimated costs for this work will be definitized based on firm hourly labor rates and negotiated discounts for new and overhauled replacement parts.

Performance of this work is required immediately to return the aircraft to a flyable condition as soon as possible.

Reference prior Purchase Order Number FA1330-04-SE-1309 which was issued by NOAA/AOC to authorize emergency ground handling and damage assessment services to be performed on the aircraft at Dulles prior to commencement of this effort.

Once the aircraft can be flown safely from Dulles, it shall be relocated to the Cessna Aircraft Company, 615 Service Center Drive, Greensboro, NC 27410, where the remaining requirements under this statement of work shall be performed.

All work shall be performed by an entity holding a current Federal Aviation Administration (FAA) Repair Station Certificate for the Cessna Citation II aircraft.

While the aircraft is in the Contractor's custody and control, the Contractor shall maintain hull insurance on the aircraft in the amount of \$5,000,000.00.

All over-and-above effort under contract line item number (CLIN) 0008 must be approved in advance by the COTR.

Department of Labor (DOL) Wage Determination Number 1994-2398, Revision Number 14, dated June 17, 2004, is applicable to this order and is incorporated as Attachment B.

Attachment B

Wage Determination Number 1994-2398

94-2398 NC, GREENSBORO

06/22/04

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

William W. Gross
DirectorDivision of
Wage Determinations

Wage Determination No.: 1994-2398

Revision No.: 14

Date Of Last Revision: 06/17/2004

State: North Carolina

Area: North Carolina Counties of Alamance, Caswell, Chatham, Davidson, Davie,
Forsyth, Guilford, Montgomery, Randolph, Rockingham, Stokes, Surry, Yadkin

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I	9.06
01012 - Accounting Clerk II	11.79
01013 - Accounting Clerk III	13.49
01014 - Accounting Clerk IV	16.05
01030 - Court Reporter	14.98
01050 - Dispatcher, Motor Vehicle	16.64
01060 - Document Preparation Clerk	12.52
01070 - Messenger (Courier)	10.45
01090 - Duplicating Machine Operator	12.52
01110 - Film/Tape Librarian	12.84
01115 - General Clerk I	8.26
01116 - General Clerk II	9.58
01117 - General Clerk III	11.81
01118 - General Clerk IV	12.57
01120 - Housing Referral Assistant	18.03
01131 - Key Entry Operator I	11.03
01132 - Key Entry Operator II	12.50
01191 - Order Clerk I	10.82
01192 - Order Clerk II	13.09
01261 - Personnel Assistant (Employment) I	11.54
01262 - Personnel Assistant (Employment) II	13.49
01263 - Personnel Assistant (Employment) III	15.21
01264 - Personnel Assistant (Employment) IV	15.83
01270 - Production Control Clerk	15.53
01290 - Rental Clerk	11.59
01300 - Scheduler, Maintenance	14.20
01311 - Secretary I	14.20
01312 - Secretary II	15.95
01313 - Secretary III	18.03
01314 - Secretary IV	22.16
01315 - Secretary V	22.98
01320 - Service Order Dispatcher	14.45
01341 - Stenographer I	10.33
01342 - Stenographer II	11.59

01400 - Supply Technician	18.55
01420 - Survey Worker (Interviewer)	13.02
01460 - Switchboard Operator-Receptionist	11.24
01510 - Test Examiner	15.21
01520 - Test Proctor	15.21
01531 - Travel Clerk I	9.00
01532 - Travel Clerk II	9.58
01533 - Travel Clerk III	10.22
01611 - Word Processor I	10.57
01612 - Word Processor II	11.87
01613 - Word Processor III	13.28
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	10.04
03041 - Computer Operator I	10.04
03042 - Computer Operator II	14.56
03043 - Computer Operator III	17.69
03044 - Computer Operator IV	18.88
03045 - Computer Operator V	20.86
03071 - Computer Programmer I (1)	20.33
03072 - Computer Programmer II (1)	22.68
03073 - Computer Programmer III (1)	26.27
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	24.89
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	10.04
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	18.21
05010 - Automotive Glass Installer	15.86
05040 - Automotive Worker	16.69
05070 - Electrician, Automotive	17.63
05100 - Mobile Equipment Servicer	14.05
05130 - Motor Equipment Metal Mechanic	18.56
05160 - Motor Equipment Metal Worker	16.69
05190 - Motor Vehicle Mechanic	17.06
05220 - Motor Vehicle Mechanic Helper	13.16
05250 - Motor Vehicle Upholstery Worker	15.74
05280 - Motor Vehicle Wrecker	16.69
05310 - Painter, Automotive	17.07
05340 - Radiator Repair Specialist	16.69
05370 - Tire Repairer	12.14
05400 - Transmission Repair Specialist	18.56
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	7.29
07010 - Baker	9.79
07041 - Cook I	8.99
07042 - Cook II	10.10
07070 - Dishwasher	7.56
07130 - Meat Cutter	12.40
07250 - Waiter/Waitress	6.78
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	14.97
09040 - Furniture Handler	10.12
09070 - Furniture Refinisher	14.97
09100 - Furniture Refinisher Helper	11.76
09110 - Furniture Repairer, Minor	13.37
09130 - Upholsterer	14.97
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.31
11060 - Elevator Operator	8.24
11090 - Gardener	10.11
11121 - House Keeping Aid I	7.41
11122 - House Keeping Aid II	8.24

11150 - Janitor	8.31
11210 - Laborer, Grounds Maintenance	9.02
11240 - Maid or Houseman	7.41
11270 - Pest Controller	10.26
11300 - Refuse Collector	8.31
11330 - Tractor Operator	9.46
11360 - Window Cleaner	9.02
12000 - Health Occupations	
12020 - Dental Assistant	14.19
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.26
12071 - Licensed Practical Nurse I	12.57
12072 - Licensed Practical Nurse II	14.10
12073 - Licensed Practical Nurse III	15.77
12100 - Medical Assistant	11.62
12130 - Medical Laboratory Technician	13.97
12160 - Medical Record Clerk	12.36
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	8.64
12222 - Nursing Assistant II	9.71
12223 - Nursing Assistant III	10.60
12224 - Nursing Assistant IV	11.89
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	12.36
12311 - Registered Nurse I	17.63
12312 - Registered Nurse II	21.58
12313 - Registered Nurse II, Specialist	21.58
12314 - Registered Nurse III	26.11
12315 - Registered Nurse III, Anesthetist	26.11
12316 - Registered Nurse IV	31.28
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	19.71
13011 - Exhibits Specialist I	15.10
13012 - Exhibits Specialist II	18.69
13013 - Exhibits Specialist III	22.87
13041 - Illustrator I	16.61
13042 - Illustrator II	20.56
13043 - Illustrator III	25.16
13047 - Librarian	20.65
13050 - Library Technician	12.10
13071 - Photographer I	12.94
13072 - Photographer II	15.42
13073 - Photographer III	19.09
13074 - Photographer IV	23.35
13075 - Photographer V	28.26
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.13
15030 - Counter Attendant	7.13
15040 - Dry Cleaner	8.75
15070 - Finisher, Flatwork, Machine	7.13
15090 - Presser, Hand	7.13
15100 - Presser, Machine, Drycleaning	7.13
15130 - Presser, Machine, Shirts	7.13
15160 - Presser, Machine, Wearing Apparel, Laundry	7.13
15190 - Sewing Machine Operator	9.25
15220 - Tailor	9.75
15250 - Washer, Machine	7.61
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	16.70
19040 - Tool and Die Maker	18.19
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	14.54
21020 - Material Coordinator	15.53
21030 - Material Expediter	15.53

21040 - Material Handling Laborer	9.93
21050 - Order Filler	10.25
21071 - Forklift Operator	13.78
21080 - Production Line Worker (Food Processing)	12.72
21100 - Shipping/Receiving Clerk	11.53
21130 - Shipping Packer	11.53
21140 - Store Worker I	9.15
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	12.01
21210 - Tools and Parts Attendant	11.83
21400 - Warehouse Specialist	11.83
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	16.49
23040 - Aircraft Mechanic Helper	12.52
23050 - Aircraft Quality Control Inspector	17.69
23060 - Aircraft Servicer	14.24
23070 - Aircraft Worker	15.11
23100 - Appliance Mechanic	15.67
23120 - Bicycle Repairer	12.14
23125 - Cable Splicer	19.24
23130 - Carpenter, Maintenance	14.97
23140 - Carpet Layer	14.17
23160 - Electrician, Maintenance	16.30
23181 - Electronics Technician, Maintenance I	19.58
23182 - Electronics Technician, Maintenance II	20.70
23183 - Electronics Technician, Maintenance III	21.74
23260 - Fabric Worker	13.98
23290 - Fire Alarm System Mechanic	16.49
23310 - Fire Extinguisher Repairer	13.14
23340 - Fuel Distribution System Mechanic	18.33
23370 - General Maintenance Worker	14.64
23400 - Heating, Refrigeration and Air Conditioning Mechanic	16.76
23430 - Heavy Equipment Mechanic	16.77
23440 - Heavy Equipment Operator	17.34
23460 - Instrument Mechanic	16.64
23470 - Laborer	8.31
23500 - Locksmith	15.60
23530 - Machinery Maintenance Mechanic	19.92
23550 - Machinist, Maintenance	17.69
23580 - Maintenance Trades Helper	11.76
23640 - Millwright	18.12
23700 - Office Appliance Repairer	15.66
23740 - Painter, Aircraft	16.53
23760 - Painter, Maintenance	14.97
23790 - Pipefitter, Maintenance	17.22
23800 - Plumber, Maintenance	16.36
23820 - Pneudraulic Systems Mechanic	16.64
23850 - Rigger	16.64
23870 - Scale Mechanic	14.83
23890 - Sheet-Metal Worker, Maintenance	15.76
23910 - Small Engine Mechanic	14.85
23930 - Telecommunication Mechanic I	20.12
23931 - Telecommunication Mechanic II	21.15
23950 - Telephone Lineman	19.87
23960 - Welder, Combination, Maintenance	19.58
23965 - Well Driller	20.48
23970 - Woodcraft Worker	15.76
23980 - Woodworker	12.56
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.30
24580 - Child Care Center Clerk	10.34
24600 - Chore Aid	8.15
24630 - Homemaker	12.51
25000 - Plant and System Operation Occupations	

25010 - Boiler Tender	17.47
25040 - Sewage Plant Operator	15.21
25070 - Stationary Engineer	17.47
25190 - Ventilation Equipment Tender	12.29
25210 - Water Treatment Plant Operator	15.21
27000 - Protective Service Occupations	
(not set) - Police Officer	17.16
27004 - Alarm Monitor	11.18
27006 - Corrections Officer	13.46
27010 - Court Security Officer	14.69
27040 - Detention Officer	14.69
27070 - Firefighter	15.03
27101 - Guard I	9.34
27102 - Guard II	10.47
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	14.83
28020 - Hatch Tender	14.83
28030 - Line Handler	14.83
28040 - Stevedore I	12.85
28050 - Stevedore II	15.82
29000 - Technical Occupations	
21150 - Graphic Artist	19.57
29010 - Air Traffic Control Specialist, Center (2)	30.50
29011 - Air Traffic Control Specialist, Station (2)	21.03
29012 - Air Traffic Control Specialist, Terminal (2)	23.16
29023 - Archeological Technician I	14.10
29024 - Archeological Technician II	15.79
29025 - Archeological Technician III	20.56
29030 - Cartographic Technician	20.63
29035 - Computer Based Training (CBT) Specialist/ Instructor	24.89
29040 - Civil Engineering Technician	19.06
29061 - Drafter I	12.42
29062 - Drafter II	13.94
29063 - Drafter III	16.61
29064 - Drafter IV	20.56
29081 - Engineering Technician I	11.97
29082 - Engineering Technician II	13.42
29083 - Engineering Technician III	18.40
29084 - Engineering Technician IV	27.17
29085 - Engineering Technician V	31.79
29086 - Engineering Technician VI	38.47
29090 - Environmental Technician	17.65
29100 - Flight Simulator/Instructor (Pilot)	27.62
29160 - Instructor	19.95
29210 - Laboratory Technician	17.41
29240 - Mathematical Technician	21.43
29361 - Paralegal/Legal Assistant I	16.18
29362 - Paralegal/Legal Assistant II	19.90
29363 - Paralegal/Legal Assistant III	24.33
29364 - Paralegal/Legal Assistant IV	29.43
29390 - Photooptics Technician	21.43
29480 - Technical Writer	26.71
29491 - Unexploded Ordnance (UXO) Technician I	19.38
29492 - Unexploded Ordnance (UXO) Technician II	23.45
29493 - Unexploded Ordnance (UXO) Technician III	28.11
29494 - Unexploded (UXO) Safety Escort	19.38
29495 - Unexploded (UXO) Sweep Personnel	19.38
29620 - Weather Observer, Senior (3)	17.41
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	15.68
29622 - Weather Observer, Upper Air (3)	15.68
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	13.19
31260 - Parking and Lot Attendant	8.15

31290 - Shuttle Bus Driver	10.86
31300 - Taxi Driver	8.34
31361 - Truckdriver, Light Truck	10.86
31362 - Truckdriver, Medium Truck	15.72
31363 - Truckdriver, Heavy Truck	16.27
31364 - Truckdriver, Tractor-Trailer	16.27
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9.76
99030 - Cashier	7.70
99041 - Carnival Equipment Operator	9.16
99042 - Carnival Equipment Repairer	9.79
99043 - Carnival Worker	7.31
99050 - Desk Clerk	8.18
99095 - Embalmer	19.06
99300 - Lifeguard	8.77
99310 - Mortician	23.38
99350 - Park Attendant (Aide)	11.53
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.19
99500 - Recreation Specialist	9.42
99510 - Recycling Worker	10.41
99610 - Sales Clerk	9.19
99620 - School Crossing Guard (Crosswalk Attendant)	8.23
99630 - Sport Official	7.99
99658 - Survey Party Chief (Chief of Party)	11.02
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	10.02
99660 - Surveying Aide	8.15
99690 - Swimming Pool Operator	12.19
99720 - Vending Machine Attendant	10.16
99730 - Vending Machine Repairer	12.19
99740 - Vending Machine Repairer Helper	10.16

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.59 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00

P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

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When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.